



303249

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

CONVERTERS INK COMPANY;
CRODA INKS CORPORATION AND CRODA, INC.;
E. I. DU PONT DE NEMOURS AND COMPANY;
EXXON MOBIL CORPORATION; FLINT GROUP,
INCORPORATED; GENERAL ELECTRIC
COMPANY; GENERAL MOTORS CORPORATION;
GEORGIA PACIFIC CONSUMER PRODUCTS, LP;
H.B. FULLER COMPANY; HEXION SPECIALTY
CHEMICALS, INC.; HOOVER UNIVERSAL,
INC./HOOVER UNIVERSAL CO. (MATERIAL
HANDLING DIVISION); HOUGHTON
INTERNATIONAL INC.; IMPERIAL OIL & GREASE
COMPANY; INDOPCO, INC. d/b/a NATIONAL
STARCH and CHEMICAL COMPANY; 3M
COMPANY; OXY USA, INC. (FOR CANADIAN OXY
OFFSHORE PRODUCTION COMPANY ("COOPCO")
F/K/A CITIES SERVICE COMPANY; THE SHERWIN
WILLIAMS COMPANY; SUN CHEMICAL; UNITED
STATES STEEL CORPORATION; UNITED
TECHNOLOGIES CORPORATION, ON BEHALF OF
BASF CORPORATION, AS SUCCESSOR TO
INMONT CORPORATION; V.J. DOLAN & CO., INC.;
THE VALSPAR CORPORATION; WHIRLPOOL
CORPORATION; and WHITTAKER CORPORATION
ON BEHALF OF ITSELF AND MORTON
INTERNATIONAL, INC.,

Defendants.

No. 08 C 4298

JUDGE GOTTSCHALL

CONSENT DECREE**I. BACKGROUND**

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act

of 1980, 42 U.S.C. § 9607, as amended ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken at or in connection with the release or threatened release of hazardous substances at the IWI, Inc. Site, in Summit, Cook County, Illinois ("the Site").

B. The defendants and their successors and assigns that have entered into this Consent Decree ("Settling Defendants") do not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. The United States and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status,

including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Consent Decree" shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, the Consent Decree shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Paragraph" shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

h. "Parties" shall mean the United States and Settling Defendants.

i. "Past Response Costs" shall mean those costs, including but not limited to direct and indirect costs, that EPA (or DOJ on behalf of EPA) has paid at or in connection with the Site through November 13, 2007, plus accrued interest on all such costs through the date of payment.

j. "Plaintiff" shall mean the United States.

k. "Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

l. "Settling Defendants" shall mean those parties identified in Appendix A.

m. "Site" shall mean the IWI Superfund site, encompassing approximately 1.7 acres, located at 7738 West 61st Place in Summit, Cook County, Illinois, and generally shown on the map included in Appendix B.

n. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

V. PAYMENT OF RESPONSE COSTS AND INTEREST

4. Response Costs and Interest. Within 30 days of entry Settling Defendants shall pay EPA the amount of \$2,055,373 in settlement of the United States' claim for all Past Response Costs, plus six months interest on the amount at the current Superfund Trust Fund rate of 4.34%, for a total of \$2,099,852.40 due and owing.

5. Payment by Settling Defendants shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with EFT instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Northern District of Illinois following lodging of the Consent Decree.

6. At the time of payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill Identification Number B53J, DOJ case number 90-11-3-09355, and the civil action number.

7. The total amount to be paid pursuant to Paragraph 6 by Settling Defendants shall be deposited in the EPA Hazardous Substance Superfund.

VI. FAILURE TO COMPLY WITH CONSENT DECREE

8. Interest on Late Payments. In the event the Settling Defendants fail to comply with the payment provisions under Paragraph 4, they shall pay interest on the overdue amount at the rate specified for the EPA Hazardous Substance Superfund, 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. §9607(a), through the date of payment.

9. Stipulated Penalty.

a. If any amounts due under Paragraph 4 are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 8, \$800.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of the demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party(ies) making payment, the Site name, the EPA Region and Site Spill ID Number B53J, DOJ case number 90-11-3-09355, and the civil action number.

Settling Defendants shall send the check (and any accompanying letter) by mail to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

c. At the time of each payment, Settling Defendants shall also send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions). Such notice shall reference the EPA Region and Site/Spill ID Number B53J, DOJ case number 90-11-3-09355, and the civil action number.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Defendants of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment.

10. If the United States brings an action to enforce this Consent Decree, Settling Defendants shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

11. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendants' failure to comply with the requirements of this Consent Decree.

12. The obligations of Settling Defendants to pay amounts owed the United States under this Consent Decree are joint and several. In the event of the failure of any one or more Settling Defendants to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

13. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have

accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section V or from performance of any other requirements of this Consent Decree.

VII. COVENANT NOT TO SUE BY PLAINTIFF

14. Covenant Not to Sue by United States. Except as specifically provided in Section VIII (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendants, or their officers, directors, parents, predecessors, successors and assigns insofar as the sole basis for liability for each at the Site is its asserted ownership or control of that Settling Defendant, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. This covenant not to sue shall take effect upon receipt by EPA of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs and Interest) and any amount due under Section VI (Failure to Comply with Consent Decree). This covenant not to sue is conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree. This covenant not to sue extends only to Settling Defendants and their officers, directors, parents, predecessors, and successors to the extent provided herein and does not extend to any other person.

VIII. RESERVATIONS OF RIGHTS BY UNITED STATES

15. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendants with respect to all matters not expressly included within the Covenant Not to Sue by Plaintiff in Paragraph 14. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendants with respect to:

a. liability for failure of Settling Defendants to meet a requirement of this Consent Decree;

b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs;

c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;

d. criminal liability; and

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

16. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs or this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Illinois, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Past Response Costs.

17. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

18. Settling Defendants agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Settling Defendants with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

19. The waiver in Paragraph 18 shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if EPA determines:

a. that such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise; or

b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

20. Except as provided in Paragraphs 18 and 19, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraphs 18 and 19, the Parties expressly reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

21. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the date of entry of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C.

§ 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Past Response Costs.

22. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree, it will notify EPA and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify EPA and DOJ in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA and DOJ within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

23. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by Plaintiff set forth in Section VII.

ACCESS TO INFORMATION

24. Settling Defendants shall provide to EPA, upon request, copies of all records, reports, or information (hereinafter referred to as "records") within their possession or control or that of their contractors or agents relating to activities at the Site, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Site.

25. Confidential Business Information and Privileged Documents.

a. Settling Defendants may assert business confidentiality claims covering part or all of the records submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Records determined to be confidential by EPA will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies records when they are submitted to EPA, or if EPA has notified Settling Defendants that the records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such records without further notice to Settling Defendants.

b. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege in lieu of providing records, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

26. No claim of confidentiality shall be made with respect to any data, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RETENTION OF RECORDS

27. Until 10 years after the entry of this Consent Decree, each Settling Defendant shall preserve and retain all records now in its possession or control, or which come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

28. After the conclusion of the 10-year document retention period in the preceding paragraph, Settling Defendants shall notify EPA and DOJ at least 90 days prior to the destruction

of any such records, and, upon request by EPA or DOJ, Settling Defendants shall deliver any such records to EPA. Settling Defendants may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendants assert such a privilege, they shall provide Plaintiff with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (*e.g.*, company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to Plaintiff[s] in redacted form to mask the privileged information only. Settling Defendants shall retain all records that they claim to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Defendants' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

29. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State of Illinois or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6972.

XII. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the

addresses specified below, unless those individuals or their successors give notice of a change to the other Defendants in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, DOJ, and Settling Defendants, respectively.

As to the United States:

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ #90-11-3-09355)
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Jerome P. Kujawa
U.S. Environmental Protection Agency
Office of Regional Counsel (C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604
Tel. 312-886-6731
kujawa.jerome@epa.gov

U.S. Environmental Protection Agency
Financial Management Officer (MF-10J)
77 West Jackson Boulevard
Chicago, Illinois 60604

As to Settling Defendants:

Jerome I. Maynard
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Tel.# 312-627-2185
jmaynard@dykema.com

XIII. RETENTION OF JURISDICTION

31. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

32. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding among the Defendants with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree: "Appendix A" is the complete list of Settling Defendants and "Appendix B" is the map of the Site.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

33. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations which indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

34. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

35. Each undersigned representative of a Settling Defendant to this Consent Decree and the Assistant Attorney General for the Environment and Natural Resources Division of the United

States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

36. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

37. Each Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

38. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS _____ DAY OF _____, 20__.

United States District Judge

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site:

FOR THE UNITED STATES OF AMERICA

Date: July 29, 2008

W. BENJAMIN FISHEROW
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

PATRICK J. FITZGERALD
United States Attorney

By:

JONATHAN HAILE
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 886-2055

DIANNE M. SHAWLEY
Senior Counsel
Environment and Natural Resources Division
U.S. Department of Justice
601 D Street, N.W.
Washington, DC 20004

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site:

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Date: 7-25-08

By: _____

Richard C. Karl
Director, Superfund Division
U.S. Environmental Protection Agency (SF-6J)
77 W. Jackson Blvd.
Chicago, IL 60604

Jérôme P. Kujawa *U*
Associate Regional Counsel
U.S. Environmental Protection Agency - ORC (C-14J)
77 W. Jackson Blvd.
Chicago, IL 60604

7/22/08

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FOR THE SETTLING DEFENDANTS:

Date: June 27, 2008

By: _____

Designated Representative

Its: Manager, Environmental Operations

Printed Name: Paul F. Narog

Agent for Service Pursuant to this Consent Decree:

John R. Allison

3M Company - Building 220-9E-02

P O Box 33428 - 3428

St. Paul, MN 55144

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CRÖDA INKS CORPORATION:

Date: June 1, 2008

By: _____

Designated Representative

Its: _____

Secretary

Printed Name: _____

Martin Novack

Agent for Service Pursuant to this Consent Decree:

Howard C. Crystal, Esq.
Novack Burnbaum Crystal LLP
300 East 42nd Street, 10th Floor
New York, New York 10017
(212) 682-4002

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FOR THE SETTLING DEFENDANTS:

E. I. du Pont de Nemours and Company

Date: 7/8/08

By: _____
Designated Representative
Its: CORPORATE COUNSEL
Printed Name: GUY V. JOHNSON

Agent for Service Pursuant to this Consent Decree:

GUY V. JOHNSON
CORPORATE COUNSEL
E. I. du Pont de Nemours and Company
LEGAL - 0-7090-2
1007 MARKET STREET
WILMINGTON, DE 19898

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FOR THE SETTLING DEFENDANTS:

Exxon Mobil Corporation and its wholly owned subsidiary Exxon Mobil Oil Corporation, formerly known as Mobil Chemical Company and Mobil Oil Corporation.

Date: 4/26/08

By: _____

Designated Representative

Its: Agent and Attorney in Fact

Printed Name: Robert W. Jackson

Agent for Service Pursuant to this Consent Decree:

Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703
(217) 522-1010

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FOR THE SETTLING DEFENDANTS:

FLINT GROUP INCORPORATED (f/k/a FLINT INK CORPORATION)

Date: 7/2/08

By: (Designated Representative) V

Its: VICE PRESIDENT GENERAL COUNSEL & SECRETARY

Printed Name: LAWRENCE E. KING

Agent for Service Pursuant to this Consent Decree:

VICE PRESIDENT, GENERAL COUNSEL
FLINT GROUP INCORPORATED
14909 N BECK RD
PLYMOUTH, MI 48170

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FOR THE SETTLING DEFENDANTS:

Date: 7/10/2008

By: _____

Designated Representative

Its: _____

Mgr. NE/MW Regions

Printed Name: Paul Wm. Hare

Agent for Service Pursuant to this Consent Decree:

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FOR THE SETTLING DEFENDANTS:

Date: June 30, 2008

By: _____

Designated Representative

Its: Attorney — P31A8

Printed Name: James P. Wille

- General Motors
Corporation

Agent for Service Pursuant to this Consent Decree:

CT Corporation
30600 Telegraph #2345
Bingham Farms, MI
48025

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FOR THE SETTLING DEFENDANTS:

Georgia-Pacific Consumer Products L.P.

Date: July 7, 2008

By:

Designated Representative

Its: S.R.V.P. Palmer - Global Consumer Products

Printed Name: Jack M. K. K. K.

Agent for Service Pursuant to this Consent Decree:

C T Corporation System
208 South LaSalle Street
Suite 814
Chicago, IL 60604
(Cook County)

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H. B. Fuller Company

By:

Designated Representative

Its: Vice President & General Counsel

Designated Representative
Its: Vice President & General Counsel
Printed Name: Timothy J. Keenan

CT Corporation
208 S. LaSalle St. Suite 814
Chicago, IL 60604

United States v. Converter Ink Company, et al. (N.D. IL), relating to the [WI] Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

Date: JULY 8, 2008

By: _____

Designated Representative

Its: ASSOCIATE GENERAL COUNSEL - EHS

Printed Name: WILLIAM H. HAAK

HEXION SPECIALTY CHEMICALS

Agent for Service Pursuant to this Consent Decree:

WILLIAM H. HAAK
HEXION SPECIALTY CHEMICALS, INC.
180 EAST BRIND STREET - 24th FLOOR
COLUMBUS, OH 43215

United States v. Converters Ink Company et al. (N.D. IL) relating to the IWI Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

Date: July 9, 2008

By: Hoover Group, Inc. on behalf of and as successor company of Hoover Universal, Inc. (erroneously listed originally as PRP Hoover Universal Co. [Material Handling Division])

Designated Representative:

Its Vice President and Controller
Printed Name: Johan Wramsby

Agent for Service Pursuant to this Consent Decree:

Emie Mathia, President and Chief Executive Officer
Hoover Group, Inc.
6875 Shiloh Road East, Suite 102
Alpharetta, GA 30005

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

Date: 7/2/2008

By: _____

Designated Representative

Its: Houghton International Inc.

Printed Name: John W. Schroeder

Agent for Service Pursuant to this Consent Decree:

William Putko

Morgan, Lewis & Bockius

1701 Market Street

Philadelphia, PA 19103-2921

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

Imperial Oil & Grease Company, for all of its predecessors and successors in interest including but not limited to Beatrice Foods Co., Beatrice Companies, Inc., ICI Americas, Inc., and Zeneca, Inc.

Date: July 7, 2008

By:

Designated Representative

Its:

Printed Name: Kenneth Anderson

Agent for Service Pursuant to this Consent Decree:

Ken Anderson

Beatrice Company

215 W. Diehl Road

Naperville, IL 60563

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

Indopco, Inc. d/b/a ~~National Starch & Chemical Company~~

Date: 6/26/08

By: _____
Designated Representative
Its: Director
Printed Name: Paul R. Berry

Agent for Service Pursuant to this Consent Decree:

Christopher J. Signorello
Henkel of America, Inc.
1001 Trout Brook Crossing
Rocky Hill, CT 06067

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

Date: July 7, 2008

By: _____
Designated Representative

Its: VICE PRESIDENT

Printed Name: MICHAEL E. ANDERSON

XOXY USA, Inc. (for CANADIAN Oxy Offshore Production Company ("COORCO") f/k/a Citrus Service Company)
Agent for Service Pursuant to this Consent Decree:

GENERAL COUNSEL
GLENN SPRINGS HOLDINGS, INC.
5005 LBJ FREEWAY, SUITE 1350
DALLAS, TX 75244

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

CONVERTER'S INK CO., by SUN CHEMICAL CORPORATION
successor-in-interest by Asset Purchase Agreement
dated February 29, 1996, and
SUN CHEMICAL CORPORATION

Date: July 7, 2008

By: _____

Designated Representative

Its: Sr. Vice President & General Counsel

Printed Name: Melvin M. Cox

Agent for Service Pursuant to this Consent Decree:

General Counsel

SUN CHEMICAL CORPORATION

35 Waterview Boulevard

Parsippany, New Jersey 07054

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

Date: July 1, 2008

By: [Signature]
Designated Representative
Its: Vice President, General Counsel & Secretary
Printed Name: Louis E. Stellato

Agent for Service Pursuant to this Consent Decree:

Allen J. Danzig, Esq.
The Sherwin-Williams Company
1100 Midland Building
101 Prospect Ave., NW
Cleveland, OH 44115-1075

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

The Valspar Corporation

Date: June 30, 2008 By: [Signature]
Designated Representative
Its: Associate General Counsel
Printed Name: Ronda Bayer

Agent for Service Pursuant to this Consent Decree:

Ronda Bayer, Associate General Counsel
The Valspar Corporation
1101 South Third Street
Minneapolis, MN 55415

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

Date: 6/30/08

By:

Designated Representative
Its: General Counsel & Sr. V. P. Labor Relations
& Environmental Affairs
Printed Name: James D. Garraux

Agent for Service Pursuant to this Consent Decree:

Andrew G. Thiros, Attorney - Environmental
United States Steel Corporation
600 Grant Street, Suite 1500
Pittsburgh, PA 15219

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

United Technologies Corporation, on behalf of
BASF Corporation, as successor to Inmont Corporation

Date: July 9, 2008

By: _____
Designated Representative
Its: Assistant General Counsel
Printed Name: William F. Leikin

Agent for Service Pursuant to this Consent Decree:

CT Corporation System **KI**
208 South LaSalle St
Suite 814, Chicago IL 60604

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

Date: 6.25.08

By: _____

Designated Representative

Its: _____

Printed Name: Stephen J DOLAN

Agent for Service Pursuant to this Consent Decree:

VJ DOLAN + Co. INC

Stephen J DOLAN
VJ DOLAN
1830 N Laramie Ave
Chicago, IL 60639

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

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FOR THE SETTLING DEFENDANTS:

WHIRLPOOL CORPORATION

Date: July 1, 2008

By:

Designated Representative

Its: Director, Environmental, Health & Safety

Printed Name: Doug R. Wilson

Agent for Service Pursuant to this Consent Decree:

Pamala L. Phillipi

Whirlpool Corporation

2000 M-63, Mail Drop 2200

Benton Harbor, MI 49022

United States v. Converters Ink Company, et al. (N.D. IL), relating to the IWI Superfund Site

Consent Decree Signature Page

FOR THE SETTLING DEFENDANTS:

*WHITTAKER CORPORATION, on behalf of itself and all of its
present and former affiliates*

Date: July 1, 2008

By:

Designated Representative

Its: SR. VICE PRESIDENT & GENERAL COUNSEL

Printed Name: ERIC G. LARDIERE

Agent for Service Pursuant to this Consent Decree:

ERIC G. LARDIERE

SR. VICE PRESIDENT, SECRETARY & GENERAL COUNSEL

WHITTAKER CORPORATION

1955 N. SURVEYOR AVE.

SIMI VALLEY, CA 93063

APPENDIX A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,
Plaintiff,

v.

Converters Ink Company; et al.,
Defendants.

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No. 08 C 4298

APPENDIX A TO SETTLEMENT CONSENT DECREE

List of IWI Settling Parties

Croda Inks Corp.; Croda, Inc.

E.I. du Pont de Nemours and Company (DuPont)

**Exxon Mobil Corporation and its wholly owned subsidiary ExxonMobil Oil Corporation,
formerly known as Mobil Chemical Company and Mobil Oil Corporation**

Flint Group Incorporated (f/k/a Flint Ink Corporation)

General Electric Company

General Motors Corporation (Fisher Body Division)

Georgia Pacific Consumer Products, LP

H.B. Fuller Company

Hexion Specialty Chemicals, Inc. (f/k/a Borden Chemical, Inc.)

**Hoover Universal, Inc. (erroneously listed as PRP Hoover Universal Co. [Material
Handling Division] by Hoover Group, Inc., indemnitor and successor of Hoover
Universal, Inc.**

Houghton International Inc.

**Imperial Oil & Grease Company, including its predecessor Beatrice Foods Co. and its
successors Beatrice Companies, Inc. and Zeneca, Inc. for itself and on behalf of
Zeneca Holdings, Inc.**

**Indopco, Inc. d/b/a National Starch & Chemical Company as successor to and formerly
known as National Starch and Chemical Corporation**

3M Company

**OXY USA, Inc. (for Canadian Oxy Offshore Production Company ("COOPCO") f/k/a
Cities Service Company)**

The Sherwin Williams Company

Sun Chemical; Converters Ink Company

United States Steel Corporation

**United Technologies Corporation, on behalf of BASF Corporation, as successor to Inmont
Corporation**

V.J. Dolan & Co., Inc.

The Valspar Corporation

Whirlpool Corporation

**Whittaker Corporation on behalf of itself, its present and former affiliates and on behalf of
Morton International, Inc.**